

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
U.S. COURTHOUSE
INDEPENDENCE MALL WEST
601 MARKET STREET
PHILADELPHIA PA 19106-1797

MICHAEL E. KUNZ
CLERK OF COURT

CLERK'S OFFICE
ROOM 2609
TELEPHONE
(215) 597-7704

April 22, 2005

Bidders List:

Re: Solicitation USDC-EDPA-05-005

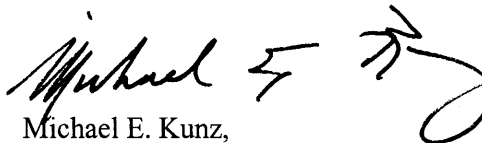
Enclosed please find the open market Solicitation for Local Armored Courier Services for the U.S. District Court for the Eastern District of Pennsylvania at 601 Market Street, Philadelphia, PA and 504 Hamilton Street, Allentown, PA. Currently, the District Court Clerk's Office's armored courier services are provided under a contract with Brinks, Inc.

Your attention is directed to the terms detailed within SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS and SECTION M -- EVALUATION FACTORS FOR AWARD. Questions may be submitted with the solicitation number in the subject field no later than May 25, 2005 via email to Mike_Sienkiewicz@paed.uscourts.gov. Answers to the questions will be posted on Federal Business Opportunities. No telephone questions will be answered.

The Clerk's Office will perform a site visit on May 12, 2005 at 10:00 am in the second floor Clerk's Office, 2609 U.S. Courthouse, 601 Market Street, Philadelphia PA. It is anticipated that the site visit will not exceed two hours. Contractors shall send an email to Mike_Sienkiewicz@paed.uscourts.gov with the attendees. The site visit will be recorded and written notes will also be taken. Any questions and responses will be posted on Federal Business Opportunities.

Please send your responses to this solicitation to: U.S. District Court, Clerk's Office, 2225 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, Attn: Michael Sienkiewicz. To be considered, responses must be received by 5:00 PM eastern standard time on Thursday, June 9, 2005.

Sincerely,


Michael E. Kunz,
Clerk of Court

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC-EDPA-05-005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/22/05	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. District Court, EDPA 2609 U.S. Courthouse, 601 Market St., Philadelphia, PA 19106-1797		8. ADDRESS OFFER TO (If other than Item 7) Same as # 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in U.S. District Court, 601 Market St Phila until 15:00 local time 06/09/2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Michael Sienkiewicz	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS Mike_Sienkiewicz@paed.usci

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT PRICING

The Contractor shall provide armored car courier services for the District Court Clerk's Office as specified in Section C of the contract.

B.2 CONTRACT LINE ITEMS

The Contractor shall provide fixed unit prices for each year of the contract.

CLIN 0001 - Base Period (October 1, 2005 through September 30, 2006)

<u>CLIN</u>	<u>Service</u>	<u>Estimated QTY</u>	<u>Unit Price /Mo</u>	<u>Total</u>
0001 AA	Monday through Friday Pickup and Delivery of Bank Deposit (Philadelphia)	20 per month		
0001 AB	Once a week Pickup and Delivery of Bank Deposit (Allentown)	4 per month		
0001 AC	Additional Costs if Deposit exceeds Liability of \$300,000.00 (per \$10,000.00)	1 per month		
0001 AD	Additional Pickup and Delivery of Bank Deposit (Philadelphia)	1 per month		
0001 AE	Additional Pickup and Delivery of Bank Deposit (Allentown)	1 per month		
0001 AF	Other Charges (itemize with a not to exceed cost)			

Base Year Monthly Recurring Price: \$ _____

Total Base Year Price: \$ _____

CLIN 0002 - Option Period 1 (October 1, 2006 through September 30, 2007)

<u>CLIN</u>	<u>Service</u>	<u>Estimated QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0002 AA	Monday through Friday Pickup and Delivery of Bank Deposit (Philadelphia)	20 per month		
0002 AB	Once a week Pickup and Delivery of Bank Deposit (Allentown)	4 per month		
0002 AC	Additional Costs if Deposit exceeds Liability of \$300,000.00 (per \$10,000.00)	1 per month		
0002 AD	Additional Pickup and Delivery of Bank Deposit (Philadelphia)	1 per month		
0002 AE	Additional Pickup and Delivery of Bank Deposit (Allentown)	1 per month		
0002 AF	Other Charges (itemize with a not to exceed cost)			

Option Period One Monthly Recurring Price:\$ _____

Option Period One Annual Price: \$ _____

CLIN 0003 - Option Period 2 (October 1, 2007 through September 30, 2008)

<u>CLIN</u>	<u>Service</u>	<u>Estimated QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0003 AA	Monday through Friday Pickup and Delivery of Bank Deposit (Philadelphia)	20 per month		
0003 AB	Once a week Pickup and Delivery of Bank Deposit (Allentown)	4 per month		
0003 AC	Additional Costs if Deposit exceeds Liability of \$300,000.00 (per \$10,000.00)	1 per month		
0003 AD	Additional Pickup and Delivery of Bank Deposit (Philadelphia)	1 per month		
0003 AE	Additional Pickup and Delivery of Bank Deposit (Allentown)	1 per month		
0003 AF	Other Charges (itemize with a not to exceed cost)			

Option Period 2 Monthly Recurring Price: \$ _____

Option Period 2 Annual Price: \$ _____

CLIN 0004 - Option Period 3 (October 1, 2008 through September 30, 2009)

<u>CLIN</u>	<u>Service</u>	<u>Estimated QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0004 AA	Monday through Friday Pickup and Delivery of Bank Deposit (Philadelphia)	20 per month		
0004 AB	Once a week Pickup and Delivery of Bank Deposit (Allentown)	4 per month		
0004 AC	Additional Costs if Deposit exceeds Liability of \$300,000.00 (per \$10,000.00)	1 per month		
0004 AD	Additional Pickup and Delivery of Bank Deposit (Philadelphia)	1 per month		
0004 AE	Additional Pickup and Delivery of Bank Deposit (Allentown)	1 per month		
0004 AF	Other Charges (itemize with a not to exceed cost)			

Option Period 3 Monthly Recurring Price: \$ _____

Option Period 3 Annual Price: \$ _____

CLIN 0005 - Option Period 4 (October 1, 2009 through September 30, 2010)

<u>CLIN</u>	<u>Service</u>	<u>Estimated QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0005 AA	Monday through Friday Pickup and Delivery of Bank Deposit (Philadelphia)	20 per month		
0005 AB	Once a week Pickup and Delivery of Bank Deposit (Allentown)	4 per month		
0005 AC	Additional Costs if Deposit exceeds Liability of \$300,000.00 (per \$10,000.00)	1 per month		
0005 AD	Additional Pickup and Delivery of Bank Deposit (Philadelphia)	1 per month		
0005 AE	Additional Pickup and Delivery of Bank Deposit (Allentown)	1 per month		
0005 AF	Other Charges (itemize with a not to exceed cost)			

Option Period 4 Monthly Recurring Price: \$ _____

Option Period 4 Annual Price: \$ _____

B.3 SUMMARY TABLE

Contract Year	Annual Price
Base Year - CLIN 0001	
Option Year One - CLIN 0002	
Option Year Two - CLIN 0003	
Option Year Three - CLIN 0004	
Option Year Four - CLIN 0005	
Grand Total	

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1 BACKGROUND

The District Court Clerk's Office for the Eastern District of Pennsylvania, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797 hereafter referred to as the Clerk's Office, intends to purchase armored courier transportation services for bank deposits for the main District Court Clerk's Office at 601 Market Street, Philadelphia, PA 19106 and the divisional office located at 501 Hamilton Street, Allentown, PA 18101. The Contractor shall furnish labor and materials to perform all the work required for the complete and prompt execution of everything described herein at the prices specified in Appendix B.

The Contractor shall furnish the services specified herein in strict accordance with the conditions, requirements, and specifications of this contract, including the incorporated technical proposal of the Contractor, as accepted by the Government. All references to time of day in this document are in eastern standard time.

C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS

The Contractor shall provide armed armored courier transportation services for bank deposits, as applicable, to the specific service offering.

C.2.1 BASIC SERVICE CAPABILITIES

The Contractor shall provide the following:

- Armored Car Courier Service with Pickup from the District Court Clerk's Office, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA and Delivery to the PNC Bank, 9th & Walnut Streets, Philadelphia, PA within the same business day.
- Armored Car Courier Service with Pickup from the District Court Clerk's Office, 501 Hamilton Street, Allentown, PA and Delivery to the PNC Bank, 9th & Walnut Streets, Philadelphia, PA by close of business the next business day.
- \$300,000.00 Fidelity Bond for Cash Deposits
- \$300,000.00 Fidelity Bond for Check Deposits

The Contractor shall have the capability to provide the following:

- Multiple Armored Car Courier Service with Pickups from the District Court Clerk's Office, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA and Deliveries to the PNC Bank, 9th & Walnut Streets, Philadelphia, PA within the same business day.
- Multiple Armored Car Courier Service with Pickups from the District Court Clerk's Office, 501 Hamilton Street, Allentown, PA and Deliveries to the PNC Bank, 9th &

Walnut Streets, Philadelphia, PA by close of business the next business day.

C.3 PERFORMANCE

The Clerk's Office requires that the Contractors comply with the U.S. Marshal's security procedures in the performance of this contract.

- All Contractor personnel who enter the Philadelphia or Allentown Courthouse will be required to surrender any fire arm or weapon prior to entering the Federal Courthouse.
- Upon entering the Philadelphia or Allentown Courthouse, Contractor personnel shall proceed through U.S. Marshal's screening which includes use of a magnetometer.
- After proceeding through the U.S. Marshal's screening, Contractor personnel shall be escorted by a Court Security Officer or Deputy U.S. Marshal from the access point to the Clerk's Office. U.S. Marshal's personnel including Court Security Officers are the only personnel permitted to carry firearms within the Federal Courthouse. *(This procedure may take 10 to 15 minutes based upon the availability of security personnel for this escort duty.)*
- A Court Security Officer or Deputy U.S. Marshal shall continue to escort the Contractor personnel as the pickup of the deposit is completed. *(This procedure may take 5 minutes to complete.)*
- A Court Security Officer or Deputy U.S. Marshal shall escort the Contractor personnel with the deposit back to the access point of the Federal Courthouse.

C.3.1 SERVICE PERFORMANCE PARAMETERS

The Contractor shall meet the following parameters:

- Contractor shall provide an identification procedure for its employees so the Clerk's Office personnel may determine if the courier is a valid employee of the Contractor.
- Contractor shall provide a list of Contractor employees who will be assigned to the contract for the Philadelphia and Allentown Federal Courthouse. Contractor shall update this employee listing monthly.
- Contractor shall provide certification that those Contractor employees assigned to this contract have a valid certification from the Commonwealth of Pennsylvania and/or the U.S. Government to carry a firearm. Contractor shall update this certification for any new employees assigned to this contract as added.
- Contractor shall provide a receipt for each courier deposit accepted by the Contractor. At a minimum, this receipt shall include the date of the transaction, the dollar value of the deposit, signature of Contractor's representative, signature of District Court Clerk's Office representative.

C.4 IMPLEMENTATION PLAN

The Contractor shall execute their Implementation Plan This plan shall include detailed steps for

the Contractor's acceptance of deposits, procedures for scheduling multiple deposits, and procedures for the acceptance of deposits above the \$300,000.00 ceiling.

C.5 COURT-FURNISHED SUPPORT

At a minimum, the Clerk's Office will provide the following items/support to the Contractor:

- The Clerk's Office will designate a site contact in Philadelphia and Allentown, COTR, who will directly provide the Contractor with the deposits.
- On-site tour of all physical areas within the Philadelphia and Allentown Federal Courthouses associated with the pickup of the deposits.

SECTION D --PRESERVATION, PACKAGING, AND PACKING

D.1 JP3 Clause 2-45, Packaging and Marking (AUG 2004)

- (a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.
- (b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

SECTION E --INSPECTION AND ACCEPTANCE

E.1 JP3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
2-5B	Inspection of Services	Aug 2004

E.2 PERFORMANCE TEST PLAN

The Contractor shall implement the plan to conduct a test to ensure that the security and deposit acceptance procedures are operating correctly. The testing shall be conducted by the Contractor after the first week of providing courier service with COTR observation of the tests and results.

The Contractor's PERFORMANCE TEST PLAN shall be performed to demonstrate the following:

- (a) The Contractor is complying with all U.S. Marshal's security procedures within the Philadelphia and Allentown Federal Courthouses;
- (b) A System is in place to in place to provide adequate assurance that the courier picking up the deposit is an employee of the Contractor;
- (c) A log of the deposit pickup, value and employee name is maintained, and;
- (d) Deposits are received and delivered to the bank in the same business day (Philadelphia) or the next business day (Allentown).

E.3 ACCEPTANCE REPORT

The following specifications apply to the requirements for the Court's acceptance of the Contractor's service. Formal acceptance by the Court is necessary prior to any payment to the Contractor. The Contractor shall provide the COTR with a Acceptance Report. This report shall be based on the results of the Performance Test Plan. The report shall include the results of the performance testing for each office. The Acceptance Report shall also outline details of escalation procedures. The Acceptance Report shall also contain the following:

- (a) Copy of Performance Test certification
- (b) Areas of Noncompliance
- (c) Conclusions and recommendations
- (d) Signature Block for the COTR and contractor

- (e) The contractor shall provide this report to the COTR, prior to the COTR's acceptance of the service.

E.4 CONTENTION AND RESOLUTION PLAN

In the event that the armored courier services do not operate as required by the specifications in the contract, or have failed any tests defined in the Performance Test Plan, the Contractor shall have a plan for identifying and resolving the cause of the problem(s).

The Contractor is not responsible for correcting faults associated with services that were not part of the contract. The Contractor is responsible for correcting faults associated with personnel assigned to this contract, equipment associated with the performance of this contract, delays in delivering services, and deposit acceptance procedures that are part of the contract.

SECTION F--DELIVERIES OR PERFORMANCE

F.1 JP3 Clause B-5, Incorporated by Reference (AUG 2004)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
2-25A	Delivery Terms and Contractor's Responsibilities	Jan 2003
2-60	Stop-Work Order	Jan 2003

F.2 JP3 Clause 2-30A, Time of Delivery (JAN 2003)

- (a) The judiciary requires delivery to be made according to the delivery schedule specified in Section F of the contract schedule. The judiciary will evaluate offerors' proposed delivery schedules to determine the offer with the most advantageous delivery time to the judiciary. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.
- (b) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

F.3 JP3 Clause 2-30B, Desired and Required Time of Delivery (JAN 2003)

- (a) The judiciary desires delivery to be made according to the following schedule:

Desired Delivery Schedule		
CLIN Item #	Quantity	
0001 AA	1	Business Days between the hours of 9:30 am and 11:30 am (Not to include any Federal Holidays)

0001 AB	1	Thursdays between the hours of 9:30 am and 11:30 am (Not to include any Federal Holidays) with Delivery the next business day.
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If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the Offeror's proposed delivery schedule shall not extend the delivery period beyond the time for delivery in the judiciary's required delivery schedule as follows:

Required Delivery Schedule		
CLIN Item #	Quantity	
0001 AA	1	Business Days between the hours of 9:30 am and 2:00 pm (Not to include any Federal Holidays)
0001 AB	1	Thursdays between the hours of 9:30 am and 2:00 pm (Not to include any Federal Holidays) with Delivery the next business day.

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. If the Offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
(Offeror insert specific details)		
CLIN Item #	Quantity	
0001 AA	1	
0001 AB	1	

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. The judiciary will mail or otherwise furnish to the Offeror an award or notice of award not later than the day the award is dated. Therefore,

the Offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (5) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

F.4 PERIOD OF PERFORMANCE

The period of performance for this contract is from the date of contract award, October 1, 2005, through September 30, 2006 with four one year option periods thereafter. Option periods if exercised will be exercised pursuant to Clause I.2, Option to Extend the Term of the Contract.

SECTION G — CONTRACT ADMINISTRATION DATA

G.1 JP3 Clause 7-1, Contract Administration (JAN 2003)

- (a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

G.2 JP3 Clause 7-5, Contracting Officer's Technical Representative (JAN 2003)

- (a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
 - (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
 - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
 - (4) providing the contracting officer a written request and justification for changes;
 - (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
 - (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

G.3 JP3 Clause 7-10, Contractor Representative (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):
- Name:
 - Address:
 - Telephone:
 - Email:
 - Fax:
- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

G.4 JP3 Clause 7-125, Invoices (JAN 2003)

- (a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 26 or SF 33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.
- (b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.
- (c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:
- (1) name of business concern and such business's Taxpayer Identification Number;
 - (2) period(s) covered by invoice and invoice date;
 - (3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;
 - (4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
 - (5) payment terms;
 - (6) total amount billed;
 - (7) a subtotal of any and all fees or credits applied to the invoice;
 - (8) an amount due (if any) or credit balance;
 - (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
 - (10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;
 - (11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed

to relevant paying authority specified in the contract.

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 JP3 Clause B-5, CLAUSES INCORPORATED BY REFERENCE (AUG 2004)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
1-1	Employment by the Government	Jan 2003
3-75	Limited Criminal Background Suitability Check	Jan 2003

H.2 MEETINGS/CONFERENCES

Contractor shall attend technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance. Meetings as deemed necessary by the COTR will be held to resolve problems and to facilitate understanding of the technical requirements of the contract. The COTR will make a determination to call a meeting for the following issues:

- (1) Post award conference
- (2) Security Procedures
- (3) Performance issues falling within the criteria of Section C.3
- (4) Billing issues.

Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.3 PRICE MANAGEMENT

The contractor shall agree that during the contract life, the prices set forth herein shall not exceed the contractor's commercial price list (including applicable commercial discounts). If at any time this should occur, the contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract.

SECTION I — CONTRACT CLAUSES

I.1 JP3 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (AUG 2004)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	DATE
1-5	Conflict of Interest	Aug 2004
1-10	Gratuities or Gifts	Jan 2003
1-15	Disclosure of Contractor Information to the Public	Aug 2004
2-20C	Warranty of Services	Jan 2003
2-50	Continuity of Services	Jan 2003
2-55	Privacy or Security Safeguards	Jan 2003
2-80	Judiciary Property	Jan 2003
2-90C	Option to Extend Services	Jan 2003
3-25	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment.	Jan 2003
3-35	Covenant Against Contingent Fees	Jan 2003
3-40	Restrictions on Subcontractor Sales to the Government	Jan 2003
3-45	Anti-Kickback Procedures	Jan 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003

3-65	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
3-105	Audit of Records - Negotiations	Jan 2003
3-120	Order of Precedence	Jan 2003
3-160	Service Contract Act of 1965, as Amended	Jan 2003
3-205	Protest after Award	Jan 2003
4-100	Price Reduction for Defective Cost or Pricing Data	Jan 2003
6-15	Deposits of Assets Instead of Surety Bonds	Jan 2003
6-20	Insurance - Work on a Judiciary Installation	Jan 2003
6-30	Insurance	Jan 2003
6-40	Federal, State, and Local Taxes	Jan 2003
7-15	Observance of Regulations/Standards of Conduct	Jan 2003
7-25	Indemnification (Judiciary Property)	Aug 2004
7-30	Public Use of the Name of the Federal Judiciary	Jan 2003
7-35	Disclosure or Use of Information	Aug 2004
7-85	Examination of Records	Jan 2003
7-100B	Limitation of Liability (Services)	Jan 2003
7-110	Bankruptcy	Jan 2003
7-115	Availability of Funds	Jan 2003
7-130	Interest (Prompt Payment)	Jan 2003
7-135	Payments	Jan 2003
7-140	Discounts for Prompt Payment	Jan 2003

7-150	Extras	Jan 2003
7-175	Assignment of Claims	Jan 2003
7-185	Changes	Jan 2003
7-210	Payment for Emergency Closures	Aug 2004
7-215	Notification of Ownership Changes	Jan 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	Jan 2003
7-230	Termination for Default - Fixed-Price Products and Services	Jan 2003
7-235	Disputes	Jan 2003

I.2 JP3 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from the date of contract award.

I.3 JP3 Clause 7-20, Security Requirements (JAN 2003)

The Contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

I.4 JP3 Clause 7-120, Availability of Funds for the Next Fiscal Year (JAN 2003)

Funds are not presently available for performance under this contract beyond September 30, 2006. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance

under this contract beyond September 30, 2006, until funds are made available to the contracting officer for performance and until the contracting officer receives notice of availability, to be confirmed in writing by the contracting officer.

SECTION J — LIST OF ATTACHMENTS

Attachment A - Wage Determination # 94-2449 Rev (19)

Attachment A

94-2449 PA, PHILADELPHIA

WAGE DETERMINATION NO: 94-2449 REV (19) AREA: PA, PHILADELPHIA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL
WD:94-2450

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of | Wage Determination No.: 1994-2449
Director Wage Determinations | Revision No.: 19
Date Of Revision: 09/10/2004

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester Pennsylvania Counties of Bucks,
Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.69
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	14.91
01014 - Accounting Clerk IV	16.35
01030 - Court Reporter	17.95
01050 - Dispatcher, Motor Vehicle	16.32
01060 - Document Preparation Clerk	12.59
01070 - Messenger (Courier)	10.78
01090 - Duplicating Machine Operator	12.59
01110 - Film/Tape Librarian	13.48

01115 - General Clerk I	10.20
01116 - General Clerk II	12.75
01117 - General Clerk III	13.37
01118 - General Clerk IV	15.99
01120 - Housing Referral Assistant	19.11
01131 - Key Entry Operator I	11.32
01132 - Key Entry Operator II	14.03
01191 - Order Clerk I	11.75
01192 - Order Clerk II	14.25
01261 - Personnel Assistant (Employment) I	12.59
01262 - Personnel Assistant (Employment) II	15.04
01263 - Personnel Assistant (Employment) III	16.79
01264 - Personnel Assistant (Employment) IV	17.43
01270 - Production Control Clerk	17.43
01290 - Rental Clerk	15.04
01300 - Scheduler, Maintenance	15.79
01311 - Secretary I	15.42
01312 - Secretary II	17.26
01313 - Secretary III	18.67
01314 - Secretary IV	19.63
01315 - Secretary V	22.16
01320 - Service Order Dispatcher	14.85
01341 - Stenographer I	15.41
01342 - Stenographer II	16.69
01400 - Supply Technician	19.63
01420 - Survey Worker (Interviewer)	12.88
01460 - Switchboard Operator-Receptionist	13.81
01510 - Test Examiner	16.91
01520 - Test Proctor	16.91
01531 - Travel Clerk I	10.67
01532 - Travel Clerk II	11.19
01533 - Travel Clerk III	11.94
01611 - Word Processor I	13.52
01612 - Word Processor II	15.10
01613 - Word Processor III	16.56
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.40
03041 - Computer Operator I	13.40
03042 - Computer Operator II	16.01
03043 - Computer Operator III	21.13
03044 - Computer Operator IV	24.60
03045 - Computer Operator V	27.23
03071 - Computer Programmer I (1)	20.31

03072 - Computer Programmer II (1)	23.07
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.07
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.50
05010 - Automotive Glass Installer	16.61
05040 - Automotive Worker	18.04
05070 - Electrician, Automotive	18.72
05100 - Mobile Equipment Servicer	16.74
05130 - Motor Equipment Metal Mechanic	19.36
05160 - Motor Equipment Metal Worker	18.04
05190 - Motor Vehicle Mechanic	18.81
05220 - Motor Vehicle Mechanic Helper	15.89
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.04
05310 - Painter, Automotive	18.72
05340 - Radiator Repair Specialist	18.04
05370 - Tire Repairer	14.89
05400 - Transmission Repair Specialist	19.36
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	11.55
07010 - Baker	11.84
07041 - Cook I	11.59
07042 - Cook II	12.38
07070 - Dishwasher	9.33
07130 - Meat Cutter	15.49
07250 - Waiter/Waitress	9.70
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.64
09040 - Furniture Handler	13.60
09070 - Furniture Refinisher	17.65
09100 - Furniture Refinisher Helper	14.99
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	17.65
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.18
11060 - Elevator Operator	10.91
11090 - Gardener	12.63
11121 - House Keeping Aid I	10.03

11122 - House Keeping Aid II	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	10.03
11270 - Pest Controller	14.61
11300 - Refuse Collector	12.86
11330 - Tractor Operator	13.37
11360 - Window Cleaner	11.56
12000 - Health Occupations	
12020 - Dental Assistant	14.36
12040 - Emergency Medical Technician (EMT) /Paramedic/Ambulance Driver	13.45
12071 - Licensed Practical Nurse I	14.29
12072 - Licensed Practical Nurse II	15.35
12073 - Licensed Practical Nurse III	17.17
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	14.05
12160 - Medical Record Clerk	14.05
12190 - Medical Record Technician	15.28
12221 - Nursing Assistant I	9.36
12222 - Nursing Assistant II	10.29
12223 - Nursing Assistant III	11.00
12224 - Nursing Assistant IV	11.59
12250 - Pharmacy Technician	12.50
12280 - Phlebotomist	12.77
12311 - Registered Nurse I	21.26
12312 - Registered Nurse II	27.12
12313 - Registered Nurse II, Specialist	28.53
12314 - Registered Nurse III	34.11
12315 - Registered Nurse III, Anesthetist	34.11
12316 - Registered Nurse IV	40.89
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.79
13011 - Exhibits Specialist I	19.94
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	20.85
13042 - Illustrator II	30.01
13043 - Illustrator III	36.66
13047 - Librarian	24.84
13050 - Library Technician	13.37
13071 - Photographer I	15.12
13072 - Photographer II	16.50

13073 - Photographer III	23.77
13074 - Photographer IV	29.07
13075 - Photographer V	36.35
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.76
15030 - Counter Attendant	7.76
15040 - Dry Cleaner	10.28
15070 - Finisher, Flatwork, Machine	7.76
15090 - Presser, Hand	7.76
15100 - Presser, Machine, Dry-cleaning	7.76
15130 - Presser, Machine, Shirts	7.76
15160 - Presser, Machine, Wearing Apparel, Laundry	7.76
15190 - Sewing Machine Operator	11.03
15220 - Tailor	11.71
15250 - Washer, Machine	8.59
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool room)	17.90
19040 - Tool and Die Maker	21.43
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.56
21020 - Material Coordinator	18.33
21030 - Material Expediter	18.33
21040 - Material Handling Laborer	13.92
21050 - Order Filler	13.22
21071 - Forklift Operator	15.66
21080 - Production Line Worker (Food Processing)	15.75
21100 - Shipping/Receiving Clerk	13.78
21130 - Shipping Packer	13.78
21140 - Store Worker I	12.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.19
21210 - Tools and Parts Attendant	15.66
21400 - Warehouse Specialist	15.75
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.80
23040 - Aircraft Mechanic Helper	18.66
23050 - Aircraft Quality Control Inspector	24.45
23060 - Aircraft Servicer	20.30
23070 - Aircraft Worker	21.13
23100 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	23.27
23130 - Carpenter, Maintenance	21.42
23140 - Carpet Layer	18.65

23160 - Electrician, Maintenance	23.98
23181 - Electronics Technician, Maintenance I	20.77
23182 - Electronics Technician, Maintenance II	27.03
23183 - Electronics Technician, Maintenance III	27.92
23260 - Fabric Worker	18.52
23290 - Fire Alarm System Mechanic	19.01
23310 - Fire Extinguisher Repairer	17.83
23340 - Fuel Distribution System Mechanic	23.66
23370 - General Maintenance Worker	17.66
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.66
23430 - Heavy Equipment Mechanic	19.34
23440 - Heavy Equipment Operator	21.83
23460 - Instrument Mechanic	20.65
23470 - Laborer	14.04
23500 - Locksmith	17.76
23530 - Machinery Maintenance Mechanic	19.60
23550 - Machinist, Maintenance	18.94
23580 - Maintenance Trades Helper	14.99
23640 - Millwright	21.21
23700 - Office Appliance Repairer	19.96
23740 - Painter, Aircraft	17.65
23760 - Painter, Maintenance	18.77
23790 - Pipefitter, Maintenance	23.34
23800 - Plumber, Maintenance	20.59
23820 - Pneudraulic Systems Mechanic	20.65
23850 - Rigger	20.65
23870 - Scale Mechanic	19.25
23890 - Sheet-Metal Worker, Maintenance	20.76
23910 - Small Engine Mechanic	17.08
23930 - Telecommunication Mechanic I	19.59
23931 - Telecommunication Mechanic II	20.71
23950 - Telephone Lineman	19.59
23960 - Welder, Combination, Maintenance	19.01
23965 - Well Driller	20.10
23970 - Woodcraft Worker	20.65
23980 - Woodworker	16.42
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.83
24580 - Child Care Center Clerk	14.75
24600 - Chore Aid	10.23
24630 - Homemaker	14.58
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.72

25040 - Sewage Plant Operator	18.81
25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	17.08
25210 - Water Treatment Plant Operator	18.64
27000 - Protective Service Occupations	
(not set) - Police Officer	23.61
27004 - Alarm Monitor	16.21
27006 - Corrections Officer	19.61
27010 - Court Security Officer	22.03
27040 - Detention Officer	19.61
27070 - Firefighter	22.03
27101 - Guard I	10.86
27102 - Guard II	17.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.25
28020 - Hatch Tender	19.25
28030 - Line Handler	19.25
28040 - Stevedore I	17.15
28050 - Stevedore II	18.63
29000 - Technical Occupations	
21150 - Graphic Artist	22.02
29010 - Air Traffic Control Specialist, Center (2)	31.02
29011 - Air Traffic Control Specialist, Station (2)	21.39
29012 - Air Traffic Control Specialist, Terminal (2)	23.55
29023 - Archeological Technician I	18.42
29024 - Archeological Technician II	20.62
29025 - Archeological Technician III	25.56
29030 - Cartographic Technician	27.34
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.19
29040 - Civil Engineering Technician	23.77
29061 - Drafter I	13.67
29062 - Drafter II	16.25
29063 - Drafter III	18.22
29064 - Drafter IV	25.56
29081 - Engineering Technician I	15.06
29082 - Engineering Technician II	16.92
29083 - Engineering Technician III	22.04
29084 - Engineering Technician IV	28.83
29085 - Engineering Technician V	32.65
29086 - Engineering Technician VI	35.65
29090 - Environmental Technician	19.47
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	24.67

29210 - Laboratory Technician	20.21
29240 - Mathematical Technician	25.56
29361 - Paralegal/Legal Assistant I	17.32
29362 - Paralegal/Legal Assistant II	19.78
29363 - Paralegal/Legal Assistant III	21.68
29364 - Paralegal/Legal Assistant IV	23.66
29390 - Photooptics Technician	25.56
29480 - Technical Writer	26.20
29491 - Unexploded Ordnance (UXO) Technician I	19.71
29492 - Unexploded Ordnance (UXO) Technician II	23.85
29493 - Unexploded Ordnance (UXO) Technician III	28.59
29494 - Unexploded (UXO) Safety Escort	19.71
29495 - Unexploded (UXO) Sweep Personnel	19.71
29620 - Weather Observer, Senior (3)	19.68
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.70
29622 - Weather Observer, Upper Air	17.70
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.42
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	14.71
31300 - Taxi Driver	10.92
31361 - Truck driver, Light Truck	14.21
31362 - Truck driver, Medium Truck	17.96
31363 - Truck driver, Heavy Truck	18.29
31364 - Truck driver, Tractor-Trailer	18.29
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.12
99030 - Cashier	9.69
99041 - Carnival Equipment Operator	10.53
99042 - Carnival Equipment Repairer	10.98
99043 - Carnival Worker	9.24
99050 - Desk Clerk	11.83
99095 - Embalmer	25.40
99300 - Lifeguard	10.54
99310 - Mortician	27.91
99350 - Park Attendant (Aide)	13.24
99400 - Photo finishing Worker (Photo Lab Tech., Darkroom Tech)	11.90
99500 - Recreation Specialist	16.83
99510 - Recycling Worker	13.85
99610 - Sales Clerk	10.54
99620 - School Crossing Guard (Crosswalk Attendant)	9.77

99630 - Sport Official	10.54
99658 - Survey Party Chief (Chief of Party)	17.35
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.77
99660 - Surveying Aide	10.30
99690 - Swimming Pool Operator	14.24
99720 - Vending Machine Attendant	13.14
99730 - Vending Machine Repairer	14.23
99740 - Vending Machine Repairer Helper	13.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which

is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature

of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

K.1 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)

(a) *Definitions*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701©) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701©)(3). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because: _____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

- ☐ foreign government;
- ☐ international organization per-26 CFR 1.6049-4;
- ☐ other _____.

(f) *Common parent*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

K.2 JP3 Provision 3-15, Place of Performance (JAN 2003)

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at address different from the Offeror's address as indicated in this offer, the Offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the Offeror.

K.3 JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2003)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that:
 - (I) the Offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - ii. The Offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - (3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the Offeror nonresponsible.
 - (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

K.4 JP3 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
 - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - ©) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless

- otherwise required by law; and
- (3) no attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) is the person in the Offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (I) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the Offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the Offeror's organization);*
 - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the Offeror deletes or modifies paragraph (a)(2) of this provision, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 JP3 Provision 3-60, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 2003)

- (a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
- (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or

cooperative agreement;

- (2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and
- (3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold shall certify and disclose accordingly.
- (4) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to civil penalty of not less than \$10,000.00 and not more than the judiciary's small purchase threshold, for each such failure.

K.6 JP3 Provision 3-130, Authorized Negotiators (JAN 2003)

The Offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*Offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SITE VISIT

The Clerk's Office will perform a site visit on May 12, 2005 at 10:00 am in room 2225 U.S. Courthouse, 601 Market Street, Philadelphia, PA . It is anticipated that the site visit will not exceed two hours. Contractors shall send an email to Mike_Sienkiewicz@paed.uscourts.gov with the attendees. The site visit will be recorded and written notes will also be taken. Any questions and responses will be posted on Federal Business Opportunities.

L.2 JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	DATE
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	Jan 2003
3-80	Submission of Offers	Jan 2003
3-85	Explanation to Prospective Offerors	Aug 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	Jan 2003
3-95	Preparation of Offers	Jan 2003
3-100	Instructions to Offerors	Jan 2003
3-115	Facsimile Offers	Jan 2003
3-125	Acknowledgment of Solicitation Amendments	Jan 2003
6-5	Fidelity Bond Requirements	Jan 2003

6-10	Deposit of Assets Requirements	Jan 2003
7-60	Judiciary Furnished Property or Services	Jan 2003

L.3 JP-3 Provision 3-210, Protests (AUG 2004)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
 - (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
 - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or shall have been known. Protest based on alleged improprieties in a solicitation which are apparent prior to offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
 - (3) the protest shall include the following information:
 - (I) name, address, and fax and telephone numbers of the protester;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.

- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Michael Sienkiewicz, Property & Procurement Administrator, U.S. District Court, Clerk's Office, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum

L.4 JP-3 Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award an firm fixed-price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.5 INQUIRIES

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN May 25, 2005.

All correspondence relating to the solicitation document may be emailed to Mike_Sienkiewicz@paed.uscourts.gov or shall be submitted to:

**U.S. District Court, Clerk's Office
2225 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1797
Attn: Michael Sienkiewicz
USDC-EDPA-05-005**

Answers to questions will be posted on Federal Business Opportunities.

NO Telephone questions will be answered.

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.6.1 PROPOSAL INSTRUCTIONS

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. District Court, EDPA Clerk's Office.

The Offeror shall furnish five (5) copies of Volume I: Business Proposal and five (5) copies of Volume II: Technical Proposal.

L.6.2 PROPOSAL FORMAT

Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers.

L.7 VOLUME I: BUSINESS PROPOSAL

This volume of the proposal, submitted in five (5) copies, shall consist of the five sections described below:

L.7.1 PART 1 - COVER SHEET

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

L.7.1 PART 2 - SECTION K (REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR)

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.

L.7.1 PART 3 - ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

L.7.1 PART 4 - COMPLETED SECTION B

In this section, offerors shall provide separate pricing for each Contract Line Item Number in Section B of the solicitation. The services and price shall include all services, including but not limited to, equipment, personnel, government certifications, and fuel surcharges.

Prices shall include a complete list of all services required to satisfy the requirements stated herein. The unit prices for services shall not include federal, state, or local taxes and duties in effect on the contract date. A separate, itemized list of these taxes that would be included in the monthly invoices, including the name of the tax, jurisdiction by name, and applicable tax rate shall be provided in Section B line items 0001 AF, 0002 AF, 0003 AF, 0004 AF, and 0005 AF. Excepted taxes as defined in JP3 Clause 6-40, shall be included in the contract price, but not itemized on the monthly invoices.

Generic names for each required service and charge are listed in the in Section B. Because these items are referred to with different marketing names by the different contractors, the Contractor Designation for each Service/Charge shown in Section B shall be stated. This designation will be the marketing name the Contractor uses to refer to the service, or charge listed.

All prices shall be firm-fixed.

L.8 VOLUME II: TECHNICAL PROPOSAL

Volume II: The Technical Proposal shall address the technical acceptability of the Offeror with regard to its understanding and acceptance of the requirements set forth in the statement of work. Volume II shall consist of the following parts/sections:

L.8.1 PART 1- IMPLEMENTATION PLAN REQUIREMENT

This section shall address the following requirements detailed in Section C.4 of the solicitation:

Implementation Plan: As required in Section C.4. of the solicitation, the Offeror shall prepare an Implementation Plan which sets forth all of the steps associated with the project, including detailed steps for the Contractor's acceptance of deposits, procedures for scheduling multiple deposits, and procedures for the acceptance of deposits above the \$300,000.00 ceiling.

L.8.1 PART 2 - PERFORMANCE TEST PLAN

The Contractor shall implement the plan to conduct a test to ensure that the security and deposit acceptance procedures are operating correctly. The testing shall be conducted by the Contractor after the first week of providing courier service with COTR observation of the tests and results.

The Contractor's PERFORMANCE TEST PLAN shall be performed to demonstrate the following:

- (a) The Contractor is complying with all U.S. Marshal's security procedures within the Philadelphia and Allentown Federal Courthouses.
- (b) A System is in place to provide adequate assurance that the courier picking up the deposit is an employee of the Contractor.
- (c) A log of the deposit pickup, value and employee name is maintained.
- (d) Deposits are received and delivered to the bank in the same business day.

All tests shall be performed according to the Offeror's Performance Test Plan, as approved by the Clerk's Office.

L.8.1 PART 3 - CONTENTION AND RESOLUTION PLAN

This section shall contain the Contractor's complete, detailed Contention and Resolution Plan. This plan shall include procedures by which the Contractor will identify and resolve problems which may surface during the course of this effort. At a minimum, the plan shall meet the requirements of Section E, Paragraph E.4.

L.8.1 PART 4 - CORPORATE EXPERIENCE

The Contractor shall provide five (5) references of Government or Commercial contracts/projects of similar size, scope and complexity that have been completed within the last five (5) years at which the services described herein have been provided, installed, and is currently being operated, in the Philadelphia Metropolitan Area. At a minimum, each reference site description shall include the following information:

- Department name, names of agencies supported.
- Original contract value and duration, and total value to date of all modifications/follow-ons to the original contract.
- Technical Point of Contact: name, title, address, and telephone number.
- Contracting Officer: name, address, and telephone number.
- Description of the contract effort and the date.

L.8.1 PART 5 - PAST PERFORMANCE

References will be contacted to evaluate Contractor past performance.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 JP3 Clause B-5, PROVISIONS INCORPORATED BY REFERENCE (AUG 2004)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	Date
2-85A	Evaluation Inclusive of Options	Jan 2003

M.2 EVALUATION PROCESS

M.2.1 EVALUATION OF PROPOSALS

M.2.1.1 GENERAL

1. This procurement is being conducted using formal source selection procedures, and contract award will be made to the Offeror whose proposal conforms to the solicitation, and is determined to be most advantageous to the Government in accordance with the requirements stated below.

2. The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each initial offer shall contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

3. Offerors are hereby notified that the Court may utilize a private Contractor to assist in the evaluation of proposals. This Contractor will have access to any and all information contained in an Offeror's proposal and will be subject to the appropriate conflict of interest, standards of conduct, and confidentiality restrictions.

M.2.1.2 EVALUATION APPROACH

Each proposal submitted in response to this solicitation shall be evaluated for technical excellence, and price. Only those proposals found technically acceptable will be considered for evaluation of technical excellence, price, and contract award.

M.2.1.2.1 TECHNICAL EXCELLENCE EVALUATION

The Technical Excellence Factors will be evaluated to determine which proposal offers the best technical value to the government. The proposals will be evaluated based on the evaluation factors set forth below:

Technical Excellence Factors (L.8.1 Parts 1-5)

- A. Implementation Plan
- B. Performance Test Plan
- C. Contention and Resolution Plan
- D. Corporate Experience
- E. Past Performance

With respect to the evaluation of Technical Excellence factors, each factor is of equal importance. For each factor, the evaluation will consist of an assessment of the degree to which the services offered in the proposal provide added value, added capability, and/or reduced risk.

M.2.1.2.2 PRICE EVALUATION

The Offeror's proposed prices will be evaluated for reasonableness. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with the work performed under the contract. Offers that contain unrealistic prices will not be considered for award. The total price for the base period and all option periods will be added together in determining the total evaluated price.

M.3 CONTRACT AWARD

The Clerk's Office intends to award one contract resulting from this solicitation. Contract award will be made to the responsible Offeror whose offer represents the best overall value, given the outcome of the Clerk's Office's evaluation of each Offeror's technical proposal and price. In selecting the best overall value, the Clerk's Office will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the Clerk's Office's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk.

Technical evaluation factors are of equal weight. The Clerk's Office may make trade-offs in overall technical ratings and total price in determining that a proposal offers the best overall value.

M.4 JP-3 Provision 3-70, Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful Offeror(s) prior

to contract award. If the prospective contractor(s) is found non-responsible, that Offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful Offeror.